

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1	Public Employer:	Ewing Township	County:	Mercer
2	Employee Organization:	IBEW - Local 102	Number of Employees in Unit:	37
3	Base Year Contract Term:	8 years	New Contract Term:	4 years

SECTION II: Type of Contract Settlement (please check only one)

4 Contract settled without neutral assistance
 5 Contract settled with assistance of mediator
 6 Contract settled with assistance of fact-finder
 7 Contract settled with assistance of super-conciliator
 8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
 Yes No

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9	Salary Costs in Base Year	\$ 2,717,022
10	Longevity Costs in Base Year	\$ 102,852
11	Total Salary Base	\$ 2,819,874

SECTION IV: Salary Increases for Each Year of New Agreement*

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	1/1/2016	1/1/2017	1/1/2018	1/1/2019	
13 Cost of Salary Increments (\$)	56,487	64,718	66,174	70,670	
14 Salary Increase Above Increments (\$)					
15 Longevity Increase (\$)					
16 Total \$ Increase (sum of lines 13-15)	56,487	64,718	66,174	70,670	
17 New Salary Base (\$)	2,876,361	2,941,079	3,007,253	3,077,924	
18 Percentage increase over prior year	2.10 %	2.25 %	2.25 %	2.35 %	

*If contract duration is longer than five years, please add an additional page.

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

**If contract duration is longer than five years, please add on additional page.*

SECTION VI: Medical Costs

		Base Year	Year 1
21	Health Plan Cost	\$ 518,329	\$ 518,329
22	Prescription Plan Cost	\$ 137,856	\$ 137,856
23	Dental Plan Cost	\$ 44,400	\$ 44,400
24	Vision Plan Cost	\$ N/A	\$ N/A
25	Total Cost of Insurance	\$ 700,585	\$ 700,585
26	Employee Insurance Contributions	\$ 24,930	\$ 51,196
27	Employee Contributions as % of Total Insurance Cost	4	8

Section VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this CNA.

Retirement benefits limited for all new hires after 9/1/2014. Employee only medical/Rx after 25 years in PERS and last 15 years with Township. Employee only Medicare Part B reimbursement.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: Joanna K. Mustafa

Position/Title: CFO/Assistant Administrator

Signature:

Date: 6/20/2017

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj.org

A RESOLUTION TO ADOPT REVISIONS OF A NEW CONTRACT BETWEEN THE TOWNSHIP OF EWING (THE "TOWNSHIP") AND LOCAL 102 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS ("IBEW")

Resolution #16R-195 WHEREAS, the Township of Ewing has been involved in Collective Bargaining Agreement negotiations with IBEW and said negotiations have resulted in a proposed new Collective Bargaining Agreement; and

WHEREAS, the new Collective Bargaining Agreement will be for the period from January 1, 2016 through December 31, 2019; and

WHEREAS, IBEW and the Township have agreed effective January 1, 2017 an employee's birthday will no longer be an approved day off with pay, however, one paid "flex" day will be available per year to the employee; and

WHEREAS, the Township and IBEW have agreed that for those employees hired after January 1, 2016 their vacation schedule will be different than those employees hired before January 1, 2016 ("new"). Specifically, new employees instead of getting from date of hire to completion of five (5) years of service twenty-one (21) days per year will get from date of hire to completion of three (3) years fifteen (15) days per year. From three (3) years of service to five (5) years, they will get eighteen (18) days per year. After five (5) years of service, they will get twenty-one (21) days per year versus twenty-four (24) for those hired before January 1, 2016. New employees will receive after ten (10) years continuous service twenty-four (24) days per year versus twenty-

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six (26) days per year for employees who are grandfathered. After fifteen (15) years of service for new employees, they will receive twenty-seven (27) days per year versus the thirty (30) days per year for grandfathered employees. New employees will receive thirty (30) days per year only after they have completed twenty (20) years of service; and

WHEREAS, the Collective Bargaining Agreement between the parties will reflect that commencing January 1, 2016, employees shall be paid nine hundred (\$900.00) dollars for each year of the contract for a clothing allowance which includes one pair of safety shoes. The clothing allowance for the 2016 year shall be paid in one (1) payment after execution of this Agreement. Beginning in the year 2017 and the remainder of this contract, the uniform allowance will be paid in two (2) payments. The first payment will be made by January 31st and the second will be made by July 31st of the year, as long as the employee remains employed with the Township. All employees who are on the payroll effective July 1st of each year are to receive a clothing allowance; and

WHEREAS, the wages agreed to by IBEW and the Township are as follows: For the period from January 1, 2016 through December 31, 2016, employees covered by this Collective bargaining Agreement shall receive a two point ~~zero~~ one percent (2.01%) raise over the previous year's wages. For the period from January 1, 2017 through December 31, 2017, wages shall increase for these employees by two point two five percent (2.25%). For the period from January 1, 2018 through December 31, 2018, employees covered by this Agreement shall receive two point two five percent (2.25%). For the period from January 1, 2019 through December 31, 2019, employees covered by this Agreement shall receive a two point three five percent (2.35%) increase over the previous year's wages; and

[Signature] *2.1961%*

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WHEREAS, effective January 1, 2016, it is agreed that employees of this Association shall have their supplemental longevity pay as of that date incorporated into their base salary. The wage increase discussed above is scheduled to be implemented on January 1, 2016 upon agreement to this Contract and shall calculate as part of the base salary the inclusion of the employee's longevity pay. Thereafter, no newly hired or existing employee shall receive longevity pay; and

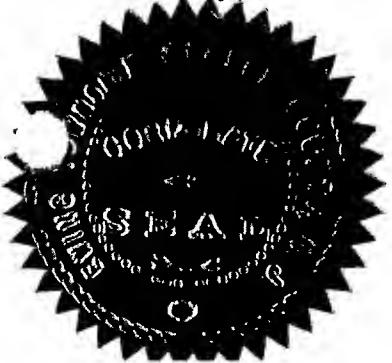
WHEREAS, the Township and IBEW have agreed that any employee hired after September 1, 2014, the maximum to be paid by the Township for all unused sick days up to a maximum of fifteen thousand dollars (\$15,000.00) upon retirement. For those hired prior to September 1, 2014, the maximum unused sick pay to be paid upon retirement by the Township is twenty thousand dollars (\$20,000.00).

BE IT RESOLVED that the Township of Ewing hereby adopts and approves the proposed revised contract terms of the Collective Bargaining Agreement between the township of Ewing and IBEW scheduled to take effect as of January 1, 2016. The approval of the Township is conditioned upon ratification of the proposed contract terms by membership of IBEW.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 14th day of November, 2016.


Kim J. Macellaro
Municipal Clerk

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWNSHIP OF EWING

AND

LOCAL 102
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
A.F.L. - C.I.O.

TERM OF AGREEMENT January 1, 2016 to December 31, 2019

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APPENDIX A

AMENDMENT NO. 1

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AGREEMENT

This agreement made this _____ day of _____, 2016, between the township of Ewing (hereinafter referred to as the "Township" and Local 102, International Brotherhood of Electrical Workers, A.F.L.-C.I.O., (hereinafter referred to as the "Union").

WITNESSETH

Whereas, the Public Employees Relations Commission certified the union as the exclusive representative for the purpose of collective negotiations with respect to wages and terms and conditions of employment for all regularly employed blue collar and white collar employees employed by the Township of Ewing, excluding managerial executives, confidential employees within the meaning of the act; craft employees, non-supervisory employee, police employees, casual employees, and all other employees employed by the Township of Ewing.

Now, therefore, the Township and the Union agree as follows:

ARTICLE 1 – MANAGEMENT RIGHTS

The Township hereby retains and reserved unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States including, but not limited to the following rights:

- A. The direction, management and arrangement of the working forces including the right to hire, discipline or discharge for just cause, promote or lay off employees from duty because of lack of work or for other business reasons.
- B. The right to require employees to observe the Township's established and documented rules and regulations, or the Township's right to make new rules and regulations relating to the operation of its facilities not inconsistent with the terms of this Agreement
- C. The selection of employees for promotion.
- D. To determine the employee pay period and method for recording working hours.
- E. The enumeration above of management rights shall not be deemed to exclude other management prerogatives not herein enumerated, except as specifically otherwise herein provided.

ARTICLE 2 – TERMS AND CONDITIONS OF EMPLOYMENT

Except as otherwise provided herein, all rights and benefits which the employees of the township have heretofore enjoyed and are presently enjoying as contained in Township Ordinances, Rules and Regulations, and/or Policies and Procedures in effect prior to December 8, 2014, shall be maintained and continued by the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

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The provisions of all applicable State Statutes, Rules and Regulations, Policies and Procedures of the New Jersey Public Employment Relations Commission, Township Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as set forth at length.

Bargaining unit employees shall be entitled to all benefits and terms and conditions of employment provided by the Township's current Personnel Policy, which are only superseded by any specific term and condition covered by the instant Collective bargaining Agreement.

All new Rules and Regulations and Policies and Procedures proposed by the Township affecting working conditions, or any of the Terms and Conditions of this Agreement shall be submitted to the Union for review and discussion before being implemented. All such rules and policies shall be consistent with New Jersey State Statutes, Township Ordinances and this Agreement.

ARTICLE 3 – EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the township to ensure equal employment opportunity for all persons regardless of race, color, creed, national origin, political or religious opinions or affiliations, ancestry, age, marital status, sexual preference, sex or because of physical disability that does not interfere with the ability to do the work required or liability for service in the Armed Forces of the United States.

This policy shall be applied to all phases of employment; such as recruitment, selection, appointment, placement, promotion, demotion, transfer, training, wages, benefits, working conditions, layoff, recall, discharge, disciplinary action, performance evaluation and use of all Township facilities.

The designated Equal Employment Compliance Officer/Affirmative Action Officer shall receive any complaints of alleged discrimination from employees and applicants.

ARTICLE 4 – NO STRIKE PLEDGE

It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens of the community and that there should be no interference with such operation.

The Union covenants and agrees that neither the Union or any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike)i.e. the concerted failure to report for duty or willful absence of an employee from their position or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out, other job action against the Township or concerted activity against the Township.

ARTICLE 5 – UNION ACTIVITIES AND VISITATION

The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collections of initiation fees, dues or assessments on Township work time. Provided, however, that this shall not be construed to prohibit casual or personal conversation about the

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Union and its activities, and provided further this shall not be construed as permitting employees to quit work or delay their work for the purpose of such conversation.

The Township agrees that the activities described in the above paragraph of this Article may be conducted on the Township property on free time of Union members who are on non-working time.

The employees shall be permitted to distribute Union literature in non-working areas on Township property provided the employees making the distribution are on non-working time.

There shall be no grievance investigation handled during working hours without an officer of the Township or their representative being notified and their permission to do so obtained, nor shall the investigation, presentation, discussion, processing or handling of the grievance interfere in any way with the normal and efficient operation of the facility.

An authorized agent of the Union shall be permitted to visit the facility during working hours after first notifying the Township representative and receiving permission. Said Union representative shall conduct his/her business in such a manner so as not to interfere with the normal and efficient operations of the facility and not disrupt or interfere with employees during working hours.

The Union shall keep the Township currently advised, in writing, of the officer or representative of the Union who is authorized to deal with the Township, and no one shall be deemed such representative unless he/she is so designated by the union to the Township.

ARTICLE 6 – UNION DUES DEDUCTION

The Township agrees to deduct Union dues and any Union initiation fees for the Union from the wages of any full-time employee covered by this Agreement, pursuant to the existing statute as amended; provided at the time of such deduction there is in the possession of the Township, a current written assignment executed by the employee. The Union shall be responsible for securing signatures of its members on the forms and delivering the signed forms to the Township.

The Township agrees to deduct 85% of the current dues amount from the wages of any employee who has elected not to become a member of the Union and for whom no executed assignment is on file with the Township. Such employee shall be considered a Fair-Share employee with no Union status.

The Township will deduct the current Union dues amount from the pay of the employee(s) on a bi-weekly basis, however, not to exceed more than two (2) times in any one-month period provided that if an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The Township will deduct from the pay of an employee in any one month only dues incurred while an individual has been in the employ of the Township and only such amounts becoming due and payable in such month. The Township shall remit to the Union all dues collected on a monthly basis. Such dues shall be remitted on or before the 10th day of the following month.

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In the event that a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township notice of the change at least thirty (30) days prior to the effective date of such change.

The Union shall indemnify and hold harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the township for the purpose of complying with the provisions of this Article.

ARTICLE 7 – UNION SHOP STEWARDS & NEGOTIATING COMMITTEE MEMBERS

The Union Business Manager or their designee shall appoint Union Shop Stewards and Assistant Shop Stewards as well as Negotiating Committee Members as he/she deems necessary.

The Township understands that the choice of and removal from office of Stewards, or Negotiating Committee Members is a function of the Union. The Union shall notify the Township within seventy-two (72) hours of any changes in the makeup of the members.

The Union Stewards shall be free to conduct Union duties at any time during regularly scheduled working hours with the approval of their immediate supervisor. The Union Stewards may use a reasonable amount of Township time to investigate grievances after prior approval of the Township. Said approval not to be unreasonably denied.

The bargaining unit is granted an aggregate of nine (9) days per year with pay for Union business solely. Union business shall include education seminars, union sanction meetings or union convention, not to exceed two (2) representatives at any one time and each representative will be charged one union day. The union is to give prior notice to the division head of which individual will be attending and certify the dates and location of union business.

The Union shall provide forty-eight (48) hours' notice of any scheduled training, conference or seminar.

ARTICLE 8 – BULLETIN BOARDS

The Township shall provide space on existing bulletin boards for use by the Union, the postings are posted outside of the Personnel Office in Administration, also on the bulletin board at the rear entrance to the building, and the union Bulletin Board on the first floor next to the staircase where all Union bulletins, etc. are posted. This is to enable employees of the bargaining unit to see posted notices. All notices shall be posted by the Union or his designee and shall relate to the matters listed below:

1. Union recreational and/or social affairs;
2. Union appointments;

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3. Union elections;
4. Results of Union elections;
5. Union meetings;
6. Union benefits;
7. Any other material authorized by the Union or their designee. No political campaign literature or defamatory material shall be posted.
8. The Union must be notified, in writing prior to posting, of all job vacancies and new positions.
9. Postings are to be posted outside the Human Resources office as well as the bulletin board on the lower level in the break room.

ARTICLE 9 – HIRING POLICIES

Whenever a new position or vacancy exists within any of the municipal departments, the Township shall post a notice of the opening at least ten (10) days prior to filling of the position on the bulletin board located in town Hall and on the bulletin board within the department where the new position or vacancy exists. During this time the Township shall have the right to fill the vacancy on a temporary basis. The notice shall set forth the position, the classification and the salary range. The notice shall also set forth the date by which all prospective applicants shall have submitted a letter asking that they be considered for the position. A copy of all postings shall be forwarded to the Union.

ARTICLE 10 – EMPLOYEE STATUS DEFINITIONS

FULL-TIME – A regular employee appointed to a Township position who has served the requisite probationary period and who regularly performs assigned duties each week for thirty-five (35) hours or more and who receives all rights and benefits.

HOURLY – An employee hired for seasonal or temporary work, either full-time for a fixed duration or part-time for a fixed duration, and who is not eligible for benefits.

PART-TIME – An employee working less than twenty-nine (29) hours per week or not to exceed one hundred twenty (120) hours in a 30-day period and who is not eligible for paid benefits.

ARTICLE 11 – CLASSIFICATION

Classification of job duties and responsibilities shall be governed by the State of New Jersey Civil Service Rules. In the event an employee performs work in a higher job classification, that employee will receive the higher rate of pay after working a minimum of one day in the higher classified position for which he or she is qualified. To achieve an upgrade, the employee must meet all qualifications of the higher category to receive the higher pay as outlined by the Civil Service Job Specifications.

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The Employee will receive the higher rate of pay after working one (1) day in the higher classified position for which he or she is qualified.

To achieve an upgrade, the employee must meet all qualifications of the higher category to get the higher pay as outlined by the Civil Service job specifications.

ARTICLE 12 – LAYOFFS AND DEMOTIONS

Layoff shall be defined as the involuntary separation of an employee for reasons other than delinquency or misconduct.

The Township may lay off an employee for the purpose of efficiency or economy or other valid reason requiring a reduction in the number of employees in a given class. In the event of a layoff, the last person employed shall be the first person laid off in a given job classification.

The Township shall in cases of layoff notify the Union at least thirty (30) days in advance of such layoff and forward a copy of the names of those to be laid off to the Union.

On recall after a layoff, employees shall be transferred and recalled in reverse order, according to the needs of the Township.

ARTICLE 13 – SENIORITY

Seniority is defined as an employee's continuous length of service with the Township beginning with their date of hire. Seniority for classified employees shall commence on the date of obtaining permanent status.

Reasons for termination of seniority and recall right forfeiture are as follows:

1. Failure to notify the Township of intent to return to work within five (5) days after the date recall notice is sent by certified mail to the employee's last address on record with the Township, or failure to report for work within five (5) working days after the date recall notice is sent by certified mail to the employee's last address on record with the Township.
2. If the employee quits.
3. If the employee is discharged.
4. If the employee is absent from work for five (5) consecutive working days without advising the Township and giving reasons satisfactory to the Township for such absence, except in extreme and unforeseen circumstances: i.e., coma.
5. If the employee overstays a leave of absence without notifying the Township.

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6. If the employee gives a false reason for a leave of absence or engages in other employment during such leave.
7. If the employee is laid off for a continuous period of twelve (12) months.

ARTICLE 14 - PERSONNEL RECORDS

Confidential Nature and Review by Employees – Adequate personnel records shall be maintained for each employee of the Township. These records shall include: applications, dates of appointments and promotions; job titles; salaries; commendations; performance evaluations; disciplinary actions; amounts of leave accrued and used; and a record of the employee's education, training and other related matters. These records are considered to be of a confidential nature and are available only to the employee or to the supervising personnel on a need-to-know basis. Employees are entitled to review the contents of their own personnel folder but not those of other employees. Supervisors may review personnel records of their subordinates.

Employees wishing to see their personnel folders will arrange with the Township for an appointment in advance. Any such review of a personnel folder by the employee will be done in the presence of an authorized member of the administrative staff. Employees will not be permitted to take their personnel folder from the Township office nor may documents be removed from or added to the folder. Employees may obtain copies of material in their own file at a cost of \$.05 per page. Employees shall have the right to have written rebuttals to any material in their personnel file inserted into their personnel folder.

ARTICLE 15 - VITAL INFORMATION

A. It is the responsibility of each employee to notify the Township, within thirty (30) days, of any change in vital information as listed below:

1. Name;
2. Address;
3. Telephone number;
4. Marital status;
5. Dependent children;
6. Deductions on W-4 forms;
7. Change in status for health programs;
8. Change in status of Deferred Compensation Plan;
9. Change in status of payroll deductions, if any.

Changes will be made and information will be updated when the employee notifies the Township.

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B. New Beneficiary: The employee is solely responsible for making any changes or amendments to the selection of their beneficiary(s) on insurance policies.

ARTICLE 16 – TOWNSHIP BOOKS

A duly authorized officer or representative of the Union shall have access only to the Township's books pertaining to earnings of the employees covered by this Agreement. The authorized officer or representative of the Union shall be permitted to access during working hours after first notifying the Township; provided, however, that said representative shall conduct his/her business in such a manner so as not to interfere with the normal and efficient operations of the facility. The Union shall keep the Township currently advised, in writing, of the officer or representative of the Union who is authorized to deal with the Township, and no one shall be deemed such a representative unless they are so designated by the Union to the Township.

ARTICLE 17 – PROBATIONARY PERIOD

There is established a probationary period of ninety (90) calendar days during which time an employee learns the duties and responsibilities of the position. During this period supervisors will evaluate the employee's work performance and conduct to determine whether the employee merits permanent status. Halfway through the probationary period and again ten (10) calendar days prior to the expiration of the probationary period, the department head may submit to the Township a written evaluation of the employee's performance to date.

An employee hired to fill a "non-competitive" position (as that term is defined by the State of New Jersey Department of Civil Service) whose performance has been satisfactory after serving a ninety (90) calendar day probationary or working test period, will upon recommendation of his/her supervisor attain permanent status in that position. If the employee's performance is unsatisfactory during his/her working test period, the Appointing Authority may dismiss the employee or in the case of promotion revert the employee back to the former position if that position is still open.

In all cases an employee appointed to any position will be subject to a minimum probationary period of ninety (90) calendar days. The Township may extend the probationary period for an additional thirty (30) calendar days, or in the case of promotion, revert the employee back to the former position if that position is still open, or dismiss the employee.

ARTICLE 18 – PROMOTIONS

Promotion is an advancement in job class having a higher level of duties and responsibilities. When there is a change in the duties or responsibilities of a position resulting in its reclassification to a higher job category, the position shall be considered vacant and subject to filling under promotional procedures.

Promotional policy is based predominately on potential, merit, evaluation and Civil Services rules and regulations as applicable. If appropriate, testing will be used as an additional basis for promotion. Seniority will be used as a basis for promotion only in instances where two or more individuals are considered equally qualified.

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ARTICLE 19 – RESIGNATION

An employee may resign by giving the department head a minimum of ten (10) working days' written notice.

If an employee resigns without giving the required notice, the employee shall be considered as having resigned "not in good standing" and will not be considered for re-employment.

An employee who is absent from work for a period of five (5) consecutive work days without notice to or authorization from the department head will be considered as having resigned "not in good standing."

The department head will immediately notify the Business Administrator of any resignation notice either verbally or written of the unreported absence.

After being informed of an employee's resignation, the Township will provide an accounting of any benefits accrued either to the employee or to the Township before the final paycheck is issued by the Township. Any vacation or personal day entitlement owed to the employee will be prorated on an earned basis. If the employee has taken more vacation than the prorated entitlement, payment will be made to the Township by deduction from the employee's paycheck.

Before the Township shall release a check to the employee, it will be the responsibility of the employee to turn in to the Administration any Township property which the employee may have been entrusted with.

ARTICLE 20 – RETIREMENT

Township employees enrolled in the Public Employee's Retirement System of New Jersey are subject to the requirements and provisions of the plan. Information regarding P.E.R.S. is available to the employee from the Township and directly from P.E.R.S. in Trenton.

Any employee hired on or after September 1, 2014 must also have his or her last fifteen (15) years of service to be with the Township to be eligible for retiree medical, prescription and Medicare Part B reimbursements. For any employee hired after September 1, 2014, their spouse will no longer be eligible for Medicare Part B reimbursement upon retirement.

ARTICLE 21 – DISCIPLINARY ACTION

An employee may be disciplined for just cause. Violations of the rules identified below may call for some form of disciplinary action. In some cases, the action may result in either verbal or written warnings, followed by suspension, demotion and discharge. In serious cases or cases where an employee has previously violated the same or other rules or is not performing at an acceptable level, the employee may be subject to immediate discharge. It is necessary to point out that the types of misconduct identified below are merely examples of conduct that may lead to disciplinary action. They are not a complete list of all types of conduct that can result in disciplinary action, up to and including discharge.

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In all cases of disciplinary action taken against an employee by the Township, the employee has the right to have their Union representative present at any meeting and shall also have the right to file a response to all charges made against them in the form of a written grievance. All disciplinary actions must be documented and a copy provided to the Personnel Department.

If the employee files a written grievance within ten (10) working days of an event no action shall be taken against the employee including suspension until such time as a hearing has been held and a determination has been made.

Progressive discipline shall be used whenever possible. The following procedure shall be taken involving disciplinary action by the Township:

Step I. Verbal warning (non-grievable), which shall be documented;

Step II. Written reprimand;

Step III. Minor, suspension of five (5) days or less;

Step IV. Major, suspension of over five (5) days, or termination;

Serious breaches of discipline may require immediate suspension or dismissal rather than counseling, warning or written reprimand. When the presence of the employee is determined to be dangerous to the welfare of the employees, or detrimental to the interest of the Township, the Business Administrator, or his/her designee may suspend the offender immediately pending investigation, formal charges and subsequent hearing. Such hearing shall be held within thirty (30) days of the suspension.

The Union shall be notified immediately of all formal disciplinary charges. The employee has the right to representation at all meetings involving either possible disciplinary action and, or actual disciplinary action. In all cases the employee shall have the right to attach a written rebuttal to all charges filed. against him/her.

A. Violation of any of the following rules, because of their seriousness, may result in immediate discharge without prior disciplinary warning:

1. Obtaining employment based upon pertinent false or misleading information or falsifying information in or making material omissions in any documents of record.
2. Malicious or willful destruction or damage to Township property or supplies or the property of another employee or a visitor.
3. Theft or inappropriate removal from Township premises of property or supplies or the property of another employee or a visitor.
4. Bringing or possessing firearms, weapons or any other hazardous or dangerous devices on Township property or during on-duty time without proper authorization.

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5. Absence without authorization.

B. Infractions of the following rules may, depending on the seriousness of the offence and all pertinent facts and circumstances, result in disciplinary action, including counseling, verbal or written warning, suspension or discharge:

1. Continuous unsatisfactory job performance and/or neglect of duty.
2. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
3. Inability to perform job duties.
4. Insubordination, including refusal to do assigned work or refusal to perform work in the manner described by a supervisor without proper justification.
5. Possession of alcohol or any unlawful drug while on duty or while on Township premises or reporting to work under the influence of alcohol or any unlawful drug.
6. Conviction of a criminal act.
7. Participation in any political activity prohibited by Federal or State laws or Township ordinances during working hours.
8. Conduct unbecoming a public employee.
9. Frequent or excessive tardiness or absence from work or an employee's work area.
10. Violating safety rules as outlined by the Township or engaging in conduct that creates a safety or health hazard.
11. Fighting or provoking a fight on Township time or property.
12. Falsifying or destroying any timekeeping record, punching another employee's time card or allowing another employee to punch one's time card.
13. Leaving Township premises or ones' job during working hours without notification to the supervisor or department head and obtaining permission.
14. Action that endangers others, Township property or disrupts work.
15. Hostile working environment.
16. Sleeping while on duty.

17. The use of threatening or abusive language toward a fellow employee or the public.

C. Disciplinary action may consist of either verbal or written notice.

- a. If verbal, the supervisor or the Department Director shall inform the employee of the complaint and shall attempt to resolve the matter by discussing the infraction with the employee in the presence of the Union Shop Steward. If the matter can be satisfactorily resolved, the supervisor or the Department Director may consider the matter closed.
- b. The supervisor or the Department Director, may at their option by memo, inform the Business Administrator who will then place a memo in the employee's personnel file. If a memo is written, the employee will be allowed to see its contents prior to insertion in the file and file a written rebuttal.
- c. If the infraction is of such a nature that it should be committed to writing, a written memo setting forth the nature of the infraction and comments by the supervisor and, or Department Director shall be forwarded to the Business Administrator. A copy of the memo shall be furnished to the employee. Within ten (10) days after receipt of the memo, the Business Administrator will schedule a meeting with the employee and the department head. A review of the facts will be made, and the Business Administrator will make a reasonable judgment based on the facts.

A written report of the meeting and of the action taken will be made and a copy placed in the employee's personnel file. A copy shall also be furnished to the employee. The employee shall have the right to attach a written rebuttal to the report.

ARTICLE 22 - GRIEVANCE PROCEDURE

A grievance is defined as a disagreement or dispute either contractually or non-contractually between the employee and the Township concerning the terms of employment. It is the policy of the Township that every employee at all times be treated fairly, courteously and with respect. Conversely, every employee is expected to accord the same treatment to their associates, supervisor and the public. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

The grievant shall be represented by either the Union shop steward or Union Business Representative at any and all Steps of the Grievance Procedure. The Township shall forward to the Union all written dispositions of grievances involving bargaining unit employees. All

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meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.

All grievances shall be settled in the following manner:

A. Step One:

1. The grievant shall institute action in writing signed and delivered to their immediate supervisor within ten (10) working days of the occurrence complained of or ten (10) working days after they would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the shop steward. The grievant or the supervisor may request a meeting to discuss the grievance.
2. The supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.
3. During the first ten (10) day period, nothing shall prevent the employee and, or his/her representative from discussing the matter informally with the employee's immediate supervisor and seeking resolution to the grievance.

B. Step Two:

1. In the event the grievance has not been resolved at Step One, the grievant may file a written grievance with the Department Director within ten (10) working days of the response or expiration of the time to respond at Step One.
2. The Department Director or his/her designee shall respond in writing within fifteen (15) working days of receipt of the grievance at this Step.

C. Step Three:

1. In the event the grievance has not been resolved at Step Two, the grievant may file a written grievance with the Business Administrator within ten (10) working days of the grievant's receipt of the response from the Department Director or expiration of time to respond at Step Two.
2. The Business Administrator or his/her designee shall respond in writing within fifteen (15) working days of receipt of the grievance at this Step.

D. Step Four:

1. In the event the grievance has not been satisfactorily resolved at Step Three, the Union has ten (10) days to notify the Mayor (or their designee) of its intention to continue the grievance.

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2. The Mayor (or their designee) will have thirty (30) days to resolve the grievance after a meeting to discuss the grievance or a hearing.

E. Step Five:

1. In the event the grievance has not been satisfactorily resolved at Step Four, the Union, and only the Union, may submit the matter to binding arbitration in accordance with the procedures of the New Jersey State Board of Mediation, or the Public Employees Relations Commission on the following conditions:
 - a. The request for Arbitration shall be filed by the Union Business Manager or his designee.
 - b. The request for Arbitration must be filed with the appropriate agency no later than ten (10) working days after receipt of the response or expiration of the time at Step Four.
 - c. The grievance is a contractual grievance.
 - d. The Union's decision to request the movement of a grievance to Arbitration or to terminate the grievance prior to submission to Arbitration is final.
 - e. The cost of Arbitration shall be shared equally by the parties except the late cancellation fees shall be the sole responsibility of the party requesting the postponement unless there is mutual consent to the postponement.

ARTICLE 23 - SICK LEAVE

During the first year of employment, employees will earn one (1) sick leave day for each month worked. Beginning January 1st of each year thereafter, employees shall be credited with fifteen (15) working days per year in anticipation of continued employment, except in the year of retirement. All unused sick leave days shall accumulate and be carried over from year to year without limitation.

An employee who leaves employment with the Township prior to the end of the calendar year shall have sick leave pro-rated. If the employee used more days than they were entitled, prior to leaving the employ of the Township, shall reimburse the Township all days used in excess of their prorated amount. Upon termination of employment from the Township for whatever reason the Township shall pay the employee for all unused sick days, that are left on the books up to a maximum of \$20,000 for those employees hired prior to September 1, 2014. For those employees hired after September 1, 2014, the Township shall pay the employee for all unused sick days that are left on the books up to a maximum of \$15,000.

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An employee who has been absent on sick leave for five (5) consecutive work days will be required to submit acceptable medical evidence substantiating the illness. If there is a reasonable belief by the Township that an employee has habitually abused the sick leave policy the employee shall be required to bring in medical certification prior to their return to work. Continued abuse of the sick leave policy can lead to disciplinary action.

ARTICLE 24 -LEAVES OF ABSENCE

Permanent employees may request a leave of absence with or without pay for good cause. The Business Administrator may either approve or deny the request for justified reasons. A Leave of Absence will not be granted in cases where a change in employment is involved. An employee who does not return to or overstays a leave of absence may be considered to have quit their employment, and if rehired, shall be considered a new employee. An employee desiring a leave of absence shall submit a request in writing to the Township and complete any leave papers stating the reason for and duration of the leave requested. The Township shall notify the employee of their determination in writing prior to the employee's requested leave date. Employees covered under this Agreement shall continue to receive all benefits provided by the Township at no cost as if they were still working for as long as they are on an approved leave listed below. An employee may be eligible for the following types of leave:

- A. Leave of absence without pay shall be at the discretion of the Township.
- B. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided, however, that sick leave and vacation leave and longevity credits shall not accrue with the exception of those on military leave or under the Family Medical Leave Act.
- C. Family Leave Act (FLA), SAFE Act, FMLA, Bereavement Leave, Jury Duty Leave, General Time-Off, Fire Time-Off, Leave of Absence Policy, Occupational Leave, Military Leave, and Donated Time-Off Policy as provided in the Policy & Procedure Manual dated December 8, 2014.
- D. Personal Leave of three (3) days per calendar year will be given to each employee. These days must be used within the calendar year and cannot be carried over.
- E. Occupational Injury
 - 1. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workers' Compensation paid under the New Jersey Workers' Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one hundred thirty-five (135) working days from the date of injury.

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In the event that an injured employee receives temporary disability under workers' compensation during the course of the aforementioned one hundred thirty-five (135) working days, he or she is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Finance Officer of the Township. Said tender of draft to the Township of Ewing will be reimbursement of the Township to be applied toward payment of the injured employee's full salary during the course of the aforementioned leave. In the event that the injured employee does not endorse and turn over the aforementioned draft to the Finance Officer of the Township of Ewing, he or she shall not then receive full pay but only the difference between the compensation pay and his or her full pay during the leave period.

2. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

ARTICLE 25 - OUTSIDE EMPLOYMENT

Employees must consider the Township their primary employer. As such, they must be available and be able to perform all of the position's required duties as outlined in existing job titles and descriptions. Outside employment is permitted, however, it must not interfere with an employee's schedule and/or performance.

ARTICLE 26- NEW EMPLOYEES

The Township agrees to provide the Union with a monthly list of names, addresses, titles, salaries and job location of all new employees who are represented by this bargaining unit within thirty (30) days of their employment.

ARTICLE 27 - WEATHER EMERGENCY

In the event the Township chooses to close its' offices because of a weather related emergency, all employees will be credited with an hour for hour compensation. If an employee cannot report to work due to a weather emergency and the Township offices are not closed, then the absence will be charged to accumulated vacation, personal leave or compensatory time on the books.

Should a State of Emergency be declared, and employees of the Township, except members of the Police, EMS and Fire Departments, being discharged from work with pay, then all employees covered by this Agreement who shall work during such emergency, shall be credited with a comparable amount of compensatory time as the other employees sent home in addition to the pay for all hours they worked during such weather emergency.

ARTICLE 28 -HOURS OF WORK

The work schedule for an employee covered by this Agreement shall not be revised by the Township without consultation with the employee. In the event the Township does desire to revise

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an employee's schedule and agreement cannot be reached, the Union shall be notified with the intent to negotiate a new schedule.

The work week shall start at 12:01 a.m. Monday to Friday and Tuesday to Saturday (Public Works Employees Only) and shall consist of a 35 hour or 40 hour work week. An employee is entitled to one (1) fifteen (15) minute coffee break prior to lunch break and one (1) 15 minute break after the lunch break. For employees other than Public Works employees, there shall be a thirty-five (35) hour week and an unpaid one-hour lunch. The Department of Public Works has a forty (40) hour work week and an unpaid 30-minute lunch break.

ARTICLE 29 - FLEXIBLE SCHEDULE

Employees covered by this Agreement may request a flex schedule for extenuating circumstances. Upon approval by the Business Administrator the mutually agreed upon schedule becomes the hours of work and work schedule for that individual employee only.

ARTICLE 30 - WORK SCHEDULE AND OVERTIME

Employees may be required to work in excess of their normal work schedule. Overtime may only be authorized by the Business Administrator. Employees shall be entitled to compensation of 1.5 times their base rate of pay for time over 35 hours or 40 hours, which, applies to your work schedule.

If an employee takes time off for a holiday, a vacation, or because he or she is sick (unless a medical note is provided), the time off, even though the employee is paid for the time, is not hours worked and will not be included in the total hours worked for overtime or compensatory time purposes. This provision shall not apply if the Employee is required by the Township to work overtime.

ARTICLE 31 - SATURDAY, SUNDAY AND HOLIDAY PAY

Unless otherwise agreed to as part of a flex schedule or if an employee has not completed their full work week an employee that works on a Saturday or Sunday shall be guaranteed a minimum of two (2) hours compensation at the following rate:

- A. Work performed on a Saturday will be compensated at a rate of 1.5 times the base rate of pay.
- B. Work performed on a Sunday will be compensated at a rate of double (2) times the base rate of pay.

Work performed on a Holiday will be guaranteed a minimum of two (2) hours and will be compensated at a rate of double (2) times their base rate of pay for all time actually worked beyond the two hours.

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ARTICLE 32 - COMPENSATORY TIME

Employees shall notify their supervisor in advance if they are to be paid or accept compensatory (comp) time for all hours worked in excess of their regularly scheduled hours. If the employee does not give the Township such advance notification, the Township shall credit the employee with comp time for all hours earned or worked. Compensatory (comp) time earned can be accumulated and carried over from year to year up to a maximum of two hundred forty (240) hours. Hours accrued beyond the maximum (240) hours must be cashed in at the current rate of hourly pay by December 31st of that year when the maximum was exceeded.

If an employee takes time off for a holiday, a vacation, or because he or she is sick (unless a medical note is provided), the time off, even though the employee is paid for the time, is not hours worked and will not be included in the total hours worked for overtime or compensatory time purposes. This provision shall not apply if the Employee is required by the Township to work overtime.

ARTICLE 33 - MILEAGE ALLOWANCE

Employees required to use their personal vehicles for or on authorized Township business shall be reimbursed at the rate consistent with current I.R.S. mileage allowance in effect at that time. Expenses incurred for necessary parking and tolls directly related to the authorized use of the vehicle on Township business are allowed and shall be reimbursed. Payment shall be made provided the Township voucher is submitted by the employee properly completed along with supporting documentation.

ARTICLE 34 - HEALTH AND SAFETY

The Township will provide a clean and safe working environment for all employees. No employee will be required to work in any area determined to be unsafe. Any employee who refuses a job assignment they deem to be unsafe shall not be disciplined for such refusal. The Township agrees to meet with representatives of the Union to discuss and resolve any health and safety issues that may arise.

If an employee files a written report outlining specific health and, or safety issues directly related to their job with their immediate supervisor, a copy of the report will be forwarded to the Union and a meeting will be scheduled to discuss the issue and reach an acceptable resolution between the parties.

ARTICLE 35 - HOLIDAYS

All employees covered under this Agreement are entitled to eleven (11) paid holidays a year as follows:

New Year's Day	Labor Day
Dr. Martin Luther King, Jr. Birthday	Christmas Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving

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Independence Day

Effective January 1, 2017, an employee's birthday will no longer be an approved day off with pay, however, one paid "flex" day will be available per year to the employee.

If a holiday falls on a Saturday, it will be celebrated on the preceding Friday. If a holiday falls on a Sunday, it will be celebrated on the following Monday.

If a holiday falls within the employee's vacation period, the day will not be charged against the employee's vacation entitlement.

An employee must work their regularly scheduled work day both before and after the holiday, or be on excused absence, or be subject to discipline.

ARTICLE 36 - VACATIONS

For those employees hired before January 1, 2016

From the date of hire to completion of 5 years	21 days per year
After completed 5 years of continuous service	24 days per year
After completed 10 years of continuous service	26 days per year
After completed 15 years of continuous service	30 days per year

For those employees hired after January 1, 2016

From the date of hire to completion of 3 years	15 days per year
After completed 3 years of continuous service	18 days per year
After completed 5 years of continuous service	21 days per year
After completed 10 years of continuous service	24 days per year
After completed 15 years of continuous service	27 days per year
After completed 20 years of continuous service	30 days per year

Employees may carry over a maximum of ten (10) days of their allotted vacation time, up to a maximum of ten (10) days, until the following year. Any time carried over must be used in the calendar year to which it was carried over or will be forfeited. Employees may also sell back a maximum amount of eight (8) days per year.

ARTICLE 37 – EMPLOYEE EDUCATION

Where an employee seeks to take courses that are directly related to their current Township Position, they may apply to the Administrator in advance for approval of said course(s).

An employee receiving a passing grade of C (75%) or above, or a passing grade in a pass/fail course, shall receive reimbursement for continuing education if related to the employee's job and if preapproved by the Administrator.

The Township will pay for continuing education training to maintain licensure applicable to the employee's job. Reimbursement will include the registration fees for such course(s). Mileage at

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the applicable IRS rate will be reimbursed unless a Township vehicle is used. Courses covering multiple days that require accommodations must be approved in advance. If approved, the Township will reimburse for a maximum of two nights. Proof of successful attendance for two full days will be required. No meal reimbursement will be provided.

ARTICLE 38 - CLOTHING ALLOWANCE AND SAFETY SHOES

For the period commencing January 1, 2016, employee shall be paid \$900 for each year of the contract, which includes one pair of safety shoes. The closing allowance for the 2016 year shall be paid in one payment after execution of this Agreement. Starting in the year 2017 and the remainder of this contract, the uniform allowance will be paid in two (2) payments. The first half of the payment will be made by January 31st of the year and the second half will be made by July 31st of the year as long as the employee is employed with the Township. All employees who are on the payroll effective July 1st of each year are to receive a clothing allowance. Employees who may have special circumstances that require more than one pair of shoes must request in writing to the Business Administrator for reimbursement.

Those employees employed in the Construction Department who receive a clothing allowance which is paid for by the Construction Trust Fund are not eligible to receive the clothing allowance set forth in this Article. Employees in the Construction Department shall not receive payment from both the Construction Trust Fund and the Township. In the event of a promotion into this bargaining unit, the employee will only receive one clothing allowance per calendar year.

ARTICLE 39 - EQUIPMENT

All motor vehicles and equipment used by employees covered by this Agreement shall be maintained by the Township in a safe and properly serviced condition in accordance with State law. The Township shall also provide safety equipment to all employees performing assignments requiring such equipment. No employee shall be required to operate or drive unsafe or hazardous vehicles or equipment. It shall not be a violation of this Agreement where an employee refuses to operate equipment they deem to be unsafe. No employee will be disciplined for such a refusal unless such refusal is unjustified. The employee shall set forth in writing what he feels is wrong or defective with the vehicle, or piece of equipment. The supervisor shall upon such notification determine the worthiness of the vehicle and/or piece of equipment. If the supervisor determines the vehicle or piece of equipment in use is unsafe, or in need of repair, that vehicle or piece of equipment will immediately be taken out of service and set for repairs. If the supervisor or Township Mechanic determines that the vehicle, or piece of equipment, is in proper working order a report shall be written, dated and kept on file along with the employee's original written complaint and the employee must then resume operating the equipment or face disciplinary actions.

ARTICLE 40 - DEATH BENEFITS

The Township shall pay to the employee's designated beneficiary, or to the estate of the covered employee if the covered employee shall die during the term of this Agreement, all unused compensatory time, overtime, regular pay, accrued vacation days, accrued personal days, all unused sick days and any other time on the books. The compensation under the provision of this

Article shall be computed and paid at the wage scale in effect at the time of death. Sick days shall be payable pursuant to the provisions of Article 23 herein.

ARTICLE 41 - LIFE INSURANCE COVERAGE

The Township will provide a life insurance policy of three (3) times the annual salary of each employee during their employment.

ARTICLE 42 - TEMPORARY DISABILITY PLAN

DELETED INTENTIONALLY

ARTICLE 43 - HEALTH BENEFIT COVERAGE

- A. Effective January 1, 2013, all full-time employees will pay a portion of the health insurance premiums in accordance with Public Law 2011, Chapter 78 and Public Law 22, Chapter 2.
- B. The parties agree that the Township shall have the right to change insurance carriers or to self-insure so long as the new plan is equal to or better than the current plan.
- C. The parties agree that the level of benefits and plans including prescription co-pays under the State Health Benefits Plan are subject to change by the State Health Benefits Commission and that the Township has no control over such changes and is not liable to any unit member if the Commission makes such changes during the length of this contract.

In the case of an employee that re-enrolls in the Township provided health plan, the Township will be entitled to a pro-rated return of the amount received by the employee as a result of an employee's waiver.

- D. The Township will provide paid retiree medical, hospitalization, prescription drug and dental benefits to eligible retirees at the same cost and the same level of benefit as provided to active employees subject to the following:
 - a. The eligible retiree must have twenty-five (25) or more years of service credit in the State Public Employment Retirement System of New Jersey (PERS).
 - b. A minimum of the eligible retiree's last fifteen (15) years of employment prior to their retirement must have been with the Township. The eligible retiree must have been an employee of the Township immediately prior to their retirement. At such time as the eligible retiree becomes Medicare Part B eligible, the eligible retiree will be reimbursed for the cost of the Medicare Part B coverage. In addition, it is expressly understood that the Township will also provide supplemental coverage to Medicare Part B. Effective July 1, 2014, the spouse of any member hired shall not be eligible for Medicare Part B benefits.

- c. For those employees hired after July 1, 2014, the spouse of that member will not be eligible for Medicare B benefits until the Township retiree becomes eligible.
- d. Upon the death of the covered retired employee, all coverage pursuant to this provision shall be terminated pursuant to the State of New Jersey in which the covered retired employee deceased.

ARTICLE 44 - DENTAL AND OPTICAL BENEFIT COVERAGE

A. The Township shall pay 100% of the dental premium of the Dental Plans currently approved by the Township for either an employee plan, employee/spouse plan, employee/child plan, or family plan.

B. The vision reimbursement shall be up to a maximum amount of \$400.00 per calendar year for employee and every eligible family member.

If a Township employee is married to another Township employee in the IBEW or another bargaining unit, they shall not each receive dental coverage and vision reimbursement.

ARTICLE 45 - WAGES

All employees covered by this Agreement shall receive the following increases Effective as follows:

1. January 1, 2016	2.1
2. January 1, 2017	2.25
3. January 1, 2018	2.25
4. January 1, 2019	2.35

See Salary Ranges on "Appendix A" attached.

ARTICLE 46 - LONGEVITY

Effective January 1, 2016, longevity will be converted to a dollar amount for each member of this unit and it will become a part of the pensionable base salary. Effective January 1, 2016 and each year thereafter, no longevity payments will be paid to any unit member.

ARTICLE 47 - SEPARABILITY AND SAVINGS

Should any part of this Agreement, or any provisions contained herein be declared invalid by operation of law, or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

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ARTICLE 48 - TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2016 through December 31, 2019. When signed by the Township and the Union it shall remain in force and effect until midnight December 31, 2019 and thereafter from year to year unless either party desires to change, modify or abrogate same, in which event they shall notify the other party in writing within 120 days prior to the expiration date of the actual changes desired. Negotiations shall commence within thirty (30) days of detailed notifications. Any notice may be given to either party, or to the parties at the following address by registered mail, or by personally delivering same to:

LOCAL102
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS A.F.L.-C.I.O.
50 Parsippany Road
Parsippany, NJ 07054
973-887-1718
973-887-1976 (FAX)

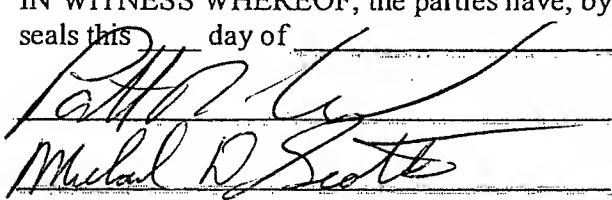
OR

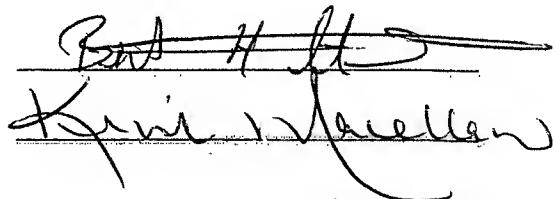
BUSINESS ADMINISTRATOR
TOWNSHIP OF EWING
2 JAKE GARZIO DRIVE
EWING TOWNSHIP, NEW JERSEY 08628
609-883-2900
609-538-8255 (FAX)

ARTICLE 49 - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were subject to negotiations. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

IN WITNESS WHEREOF, the parties have, by their authorized representative, set their hands and seals this _____ day of _____


Michael D. Scott


Brian Mueller

APPENDIX "A"

HIRING RANGES

<u>CLASSIFICATIONS</u>	<u>Minimum</u>	<u>MAXIMUM</u>
Chief Financial Officer	90,000	125,000
Payroll/QPA	40,000	70,000
Purchasing Assistant	30,000	60,000
Personnel Director	80,000	105,000
Confidential Secretary	35,000	50,000
Supervising Clerk Typist	35,000	55,000
Public Works Manager	100,000	150,000
Assistant Director Public Works	75,000	100,000
DPW General Supervisor	80,000	95,000
Building Supervisor	70,000	90,000
Parks Supervisor	70,000	90,000
Roads Supervisor	70,000	90,000
Sanitation Supervisor	70,000	90,000
Construction Official	85,000	125,000
Zoning Officer	60,000	100,000
Building Subcode Official	60,000	85,000
Electrical Subcode Official	60,000	85,000
Fire Protection Subcode Official	60,000	85,000
Plumbing Subcode Official	60,000	85,000
Tax Assessor	75,000	95,000
Tax Collector	80,000	105,000
Deputy Tax Collector	60,000	85,000
Court Administrator	60,000	90,000
Deputy Municipal Clerk (without Clerk certification)	30,000	45,000
Deputy Municipal Clerk (with Clerk certification)	60,000	85,000
Director of IT	75,000	100,000
IT Network Administrator	50,000	70,000
Sr. IT Technical Specialist	40,000	60,000
Police Department Evidence Manager	40,000	55,000
Director of Community Affairs	85,000	110,000
Director of Hollowbrook	45,000	65,000
Supervisor Senior Citizens	45,000	65,000
Social Services Supervisor	30,000	50,000
Health Officer	75,000	100,000
Manager of Health Department	45,000	65,000
Chief of EMS	80,000	100,000
Emergency Management Coordinator	50,000	75,000

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Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning _____ thru _____.

Employer: _____

County: _____

Date: _____

Name: _____
Print Name

Title: _____

Signature

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/16 thru 12/31/19.

Employer: Ewing Township
County: mercer
Date: 6/20/17
Name: Kim Macellen
Print Name
Title: Municipal Clerk
Kim Macellen
Signature